



F E E L T H E D I F F E R E N C E

MEETINGS AND EVENTS GENERAL TERMS AND CONDITIONS

1. Scope.

These general terms and conditions ("T&C's") govern the agreement entered into between you and us for our hotel services to be provided to you, on the date(s) set out in the Contract Proposal. The Contract Proposal becomes a legally binding contract when signed by both parties.

The Contract Proposal cannot be transferred to a third party without our prior consent and we reserve the right to amend rates and conditions in case of transfer.

2. Definitions.

«Agreement» means the agreement for Hotel Services entered into between you and us by way of your timely and written acceptance of our Contract Proposal.

«You» means the party to which the Contract Proposal is addressed.

«We, our, us» means the Radisson Blu Hotel Waterfront, Cape Town, Beach Road, Granger Bay, Cape Town. «Contract Proposal» means the written Proposal for Hotel Services for your Event and may comprise meeting-and event space rental, food and drinks, overnight accommodation and other services.

«Event» means one or more consecutive days specified in the Contract Proposal on which you intend to gather a defined number of persons at our premises for a specific purpose.

«Hotel Services» mean the services offered by us for your Event as specified in the Contract Proposal and accepted by you through your timely countersignature of the Contract Proposal (including, but not limited to, guest room accommodation, meeting room and event space rental, equipment, food and drinks and other).

3. Event Facilities.

We shall provide you with facilities and related space and equipment as specified in the Contract Proposal. We reserve the right to change the booked facilities for the case of any change of the factual circumstances. This includes, but is not limited to a reduction or increase in the number of delegates attending the Event, a technical issue in the facilities or for health and safety reasons.

You may request us to procure technical and other equipment from third parties on your behalf and you shall not without our prior written authorisation install and use any own technical equipment. We may charge you for the power costs, which arise through the use of such equipment, and there may be also be a charge related to the connection fee for use of information technology equipment.

Installing and use of non-technical equipment and fitting decoration on walls and ceilings are subject to our prior consent.

Your own or any third party's equipment is kept in our facilities at your sole risk. We shall not be liable for any loss, destruction or damage to such equipment, except in the case of gross negligence or intentional acts. Equipment brought along must comply with the fire protection regulations. We are entitled to demand an official certificate for this.

After your Event, you must remove all equipment without undue delay. You are responsible for disposing of any packaging material or waste in compliance with the statutory provisions.

Any changes in the number of delegates should be communicated to us immediately in writing. If the number increases, we will do our best to accommodate the additional delegates, but this cannot be guaranteed. Delegate packages are available daily from 06h00 until 23h00. Additional charges may apply if your Event begins or ends outside of these hours. Special arrangements will equally be charged separately.



FEEL THE DIFFERENCE

No food and drinks are to be brought into the hotel or grounds for consumption on the premises, without our prior consent.

Your use of our facilities and our Hotel Services shall be compliant with the national and local laws and regulations. All entertainment arrangements (for example: extension of the service hours of the bar) must be confirmed to be approved prior to the date of the Event. Unless explicitly agreed upon otherwise, you are responsible for obtaining appropriate permissions and licenses and payment of applicable fees (for example: license fees for use of music rights, mandatory contribution to social security of artists and other).

4. Guest Rooms.

We shall provide you with guest rooms as specified in the Contract Proposal. Check-in time is from 15h00 on the day of arrival. Check-out time is 12h00 on the day of departure, unless otherwise specifically agreed upon with you. An additional charge may be required in the case of late check-out and is subject to availability on the day. If a delegate leaves before the agreed date of departure, cancellations fees may apply.

Any changes in the number of delegates and guest rooms needed shall be communicated to us immediately in writing. If the number increases, we will do our best to accommodate the additional delegates, but this cannot be guaranteed.

If we are unable to provide guest rooms as confirmed by us, we shall notify you as soon as possible. Alternative accommodation will then be provided at the nearest comparable hotel at our expense. We will also cover the costs for a telephone call and one daily round-trip transportation between the other hotel and us.

5. Cancellations.

For Accommodation, Event related Hotel Services please refer to your specific Hotel Contract Proposal for the Cancellation and Reduction Terms.

Any additional or later cancellation of Hotel Services shall entitle us to receive your payment of a compensation amount equal to (100 %) of the delegate fees and charges initially contracted. If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

6. Rates

The rates are offered in ZAR currency and include applicable taxes and service charges. The rates are subject to reasonable increase by us if unexpected increases in taxes, cost of goods, or limitations of supply outside of our control occur and the period between your signing of the Contract Proposal and the start date of the Event.

If you cancel the contracted Hotel Services by more than (20%), we are entitled to reasonably increase the rates specified in the Contract Proposal, regardless of any applicable cancellation charges.

7. Deposit

For Accommodation and Event related Services please refer to your specific Hotel Contract Proposal for the Deposit and payment Terms.

If you fail to make the deposit payment(s), we are entitled to withdraw from the Agreement and to claim compensation for damages equivalent to cancellations charges applicable at that time when the deposit



F E E L T H E D I F F E R E N C E

payment was due.

To the extent delegates are requested to settle guest room charges and daily delegate package fees on an individual basis, we are entitled to request a security deposit in the form of a credit card guarantee or similar from the delegate. If you are requesting credit facilities completed credit application forms are required (21) days prior to the start date of the Event.

8. Payment.

You shall pay all fees and charges for Hotel Services as set out in the Contract Proposal. Full prepayment of your event must be 14 days prior to the event start date or arrival date, including a 10% incidental fee. All extra charges incurred by delegates or by you during the Event shall be paid upon departure. If credit is granted and agreed by us, full settlement must be made within (48) hours from receipt of the invoice. We may charge interest for delayed payment, of (1½ %) per month or the maximum interest rate permitted by applicable law if lower.

To the extent individual payment by delegates is agreed, you shall duly inform the delegates thereof. You shall be jointly and severally liable for the due settlement of guest room charges and daily delegate package fees on an individual basis, which shall be made upon departure.

9. Hotel's Termination Rights.

We are entitled to terminate the Agreement with immediate effect upon written notice to you, if (i) circumstances which are out of our control, make it impossible to render the agreed Hotel Services to you and to fulfil our contractual obligations under the Agreement; and (ii) if we have reason to assume that you have made misleading or false statements about the purpose of the Event and your use of our facilities and Hotel Services would harm or endanger our normal operation or reputation; and (iii) if bankruptcy or settlement proceedings have been initiated against you or a foreclosure decree has been issued in respect of any of your assets. We shall not be liable to compensate you for any loss or damage incurred as a consequence of our termination of the Agreement hereunder.

10. No Transfer

You are not allowed to assign or transfer the Agreement, nor to sublease the contracted facilities to any third party, including a group company being affiliated with you, without our prior written consent.

11. Liability

We shall solely be liable to you or any delegate for any loss or damage caused by our gross negligence or willful acts or omissions, except if mandatory strict liability applies pursuant to the applicable law. Any claims made against us shall only be valid, if notified to us immediately upon taking knowledge of the potential for a loss or damage and no later than (1) year after the agreed start date of the Event. This limitation of liability shall not apply in case of bodily injury or death.

You shall be liable to us for any loss or damage to our building and equipment, our personnel, other guests or our brand system or other, if caused by you or any delegate or third party involved in the Event by you. We may request prove of your liability insurance covering the Event to protect us against our exposure to your liability.



FEEL THE DIFFERENCE

12. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil war, lockout, interference of trade unions, suspension of labour, fire, accident, act of terrorism, epidemic, pandemic or of any circumstances arising or action taken beyond or outside the reasonable control of the Hotel, preventing it from the performance of any obligation in terms hereof (any such event hereinafter called "force majeure") then the Hotel shall be relieved of its obligations in terms of this agreement during the period that the force majeure continues and shall not be liable for any delay or failure in the performance of any obligations herein contained or loss or damage which the Customer may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given of any such inability by the Hotel. In such circumstances, every effort will be made by the Hotel to accommodate the booking at another hotel.

This Agreement constitutes the whole agreement between the parties and no warranties, representations, whether express, or implied not stated herein shall be binding on the parties.

13. Law and Jurisdiction

This Agreement is subject to the laws of the country where the hotel is located. All disputes, conflicts and claims arising from or because of this Agreement shall be settled amicably between us. Should we fail to reach an amicable settlement, the matter shall be submitted to the competent court at the hotel's domicile.

COVID-19 Clause:

A rescheduling of the event will be allowed up until 30 days prior to date of arrival, without incurring any penalty, if due to COVID related conditions specifically.

These Covid Related conditions would include:

1. Should South African Borders close again specifically related to Covid 19 – i.e. Lockdown is imposed, and no inbound / outbound travel is allowed. Under lockdown we also understand that it is not only considered for South African International country borders, but that lockdown might be imposed on specific municipal districts, regions or provinces in which part of the itinerary of the client is happening. The whole South African itinerary of the client may be rescheduled even though some hotel / supplier be may be in open areas within South Africa.
2. Should South Africa impose forced quarantine for international visitors
3. Should the participants country of origin's borders be closed specifically related to Covid 19, making it impossible for guests to travel outbound
4. The further rescheduling of the event must take place within 12 months of the original date of travel / or from the already rescheduled date of travel (whichever is applicable).
5. The original rates will be honoured granted that it falls outside of event blackout dates or holiday peaks such as Christmas & New Years
6. It is the understanding that all deposits paid up to that point will be kept and applied to the future dated event.
7. The South African government enforce restrictions on conferencing & events thus restricting the event from taking place